

Sorrell Homes, Inc.

Residential Design & Development

3 Winding River Circle
Wellesley, MA 02482
781-237-4554
www.sorrellhomes.com

By: Hand Delivery

March 10, 2003

Mr. Sean T. Stewart
Sean T. Stewart Architects, Inc.
368 Congress St., Fourth Floor
Boston, MA 02210

Dear Mr. Stewart:

This letter is intended to state the measures and acknowledgements which I feel you and your firm need to agree to in order to resolve the matter of your unauthorized use of Sorrell Homes' copyrighted design and plans as they relate to 4 Ridgeway Road, Wellesley. This letter also reflects the changes, relative to my last letter to you dated February 26, 2003, which you said you would agree to when we spoke last week. These measures and acknowledgements are based on protecting Sorrell Homes' copyright and ownership interests, and reaching a reasonable settlement for your unauthorized use of Sorrell Homes' design and plans. I have attempted to be objective, and feel that requesting you to undertake the following measures and make the following acknowledgements is both justified and reasonable:

1. Deliver to our office all materials in your possession or under your control which relate in any way to the design and plans for the home currently under construction at 4 Ridgeway Road, Wellesley, MA (formerly 2 Ridgeway Road), hereinafter The Ridgeway Project, including, without limitation, all plans, written documents, pictorial representations, computer media, and the like. Also deliver to our office copies of all agreements and correspondence with Douglass Stiles or anyone else which relate to this home, and specifically including the agreement between you and Mr. Stiles which you reference in your letter of January 29, 2003.
2. Acknowledge and hereby reaffirm that there are no other projects which you or your office has undertaken, or of which you or your office is aware, and which are directly or indirectly related to or based on any Sorrell Homes' copyrighted design or plans.
3. Destroy all data which may exist on your computers or computers under your control which relate to The Ridgeway Project.
4. Agree not to use any of said materials or data relating to The Ridgeway Project on any future project.
5. Acknowledge and agree that Sorrell Homes is the sole owner of all copyright and all other proprietary rights in the design and plans used by you and your firm to develop the plans for The Ridgeway Project, and to further agree that you and your office will make no claim as to copyright, ownership, or any other rights in these designs or plans or any other designs and plans which you or your office developed based on these designs or plans.

SJS 3/10/03

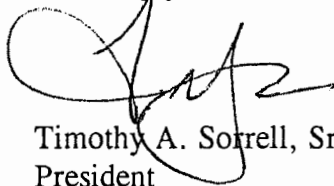
TJS 3/10/03

6. Prepare and sign the attached notice letter (Attachment "A") on your letterhead, and deliver said notice letter by certified mail, return receipt requested (with a copy to Sorrell Homes, Inc.) to the Wellesley Building Department requesting your name, your firm's name, and your copyright and similar notices be removed from all plans and documents on file at that office which relate to The Ridgeway Project, and also requesting any certification by you or your firm, express, implied, or otherwise, of such plans and documents be withdrawn.
7. Deliver to our office a list of persons or entities, including current addresses and telephone numbers, whom you believe may have received copies of, or data or material relating to Sorrell Homes copyrighted design and plans, or any of the designs or plans which you and your office developed based on or relating to Sorrell Homes copyrighted design and plans, and specifically including, without limitation, the names, addresses, and telephone numbers of the persons or entities responsible for scanning and converting Sorrell Homes copyrighted design and plans into a data form useable by your firm and which you specifically reference in your agreement with Douglass Stiles dated December 12, 2001.

If you carry out each of the above terms, then Sorrell Homes, Inc. agrees that all of its legal rights against you arising from The Ridgeway Project will be released, except such rights as may be created by this agreement.

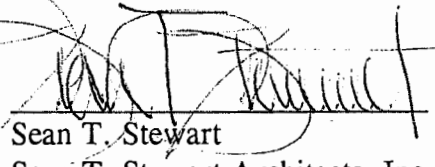
Please indicate your acceptance of these terms and agreement to adhere to them by signing and returning a copy of this letter which will then serve as our agreement relating to the matters discussed herein. This will be considered a settlement agreement between Sorrell Homes and you and your firm, and will in no way waive or limit Sorrell Homes' right to seek remedy against any other party in connection with any of these matters.

Sincerely yours,



Timothy A. Sorrell, Sr.
President

Agreed:



Sean T. Stewart
Sean T. Stewart Architects, Inc.

Date:

3/10/03

ATTACHMENT "A"
NOTICE LETTER

February 25, 2003

By: Certified Mail
Return Receipt Requested

Mr. Edgar A. Phaneuf, Jr.
Inspector of Buildings
Town of Wellesley
Town Hall
Wellesley, MA 02482

Dear Mr. Phaneuf:

In regard to the home under construction at 4 Ridgeway Road, Wellesley (formerly known as 2 Ridgeway Road), I hereby respectfully request that your office allow me to remove my name, my firm's name, and all other copyright notices or other references to proprietary rights and ownership from all copies of plans and documents on file in your office and all other Wellesley departments as they relate to this project. Additionally, I would respectfully request that Sorrell Homes, Inc. be allowed to affix to such plans and documents whatever copyright, proprietary rights, or other ownership notices Sorrell Homes deems appropriate.

Please also accept this letter as notice to your office that any certification, express, implied, or otherwise, which I or my firm may have made to your office regarding the suitability of these plans for the purpose of construction be hereby withdrawn. I thank you for your patience in regards to these requests.

Sincerely

Sean T. Stewart
Sean T. Stewart, Architects.

Copy: Timothy A. Sorrell, Sr.
Sorrell Homes, Inc.

STS 3/10/03 [Signature] 3/10/03